

COR-0816
Copy 2 of 3

26 April 1960

MEMORANDUM FOR THE RECORD

SUBJECT : Concurrence in Contract No. BM-1911 with
25X1A [REDACTED]
Project CORONA

1. This memorandum contains a recommendation submitted for concurrence of the undersigned. Such recommendation is contained in Paragraph 5.

25X1A

2. Contract No. [REDACTED] covers the procurement of engineering and consultant services from [REDACTED] 25X1A
These services are to be used primarily in connection with Project CORONA (C' & C''). At this time it is contemplated that only the services of [REDACTED] 25X1A

25X1A

[REDACTED] will be used; however, the possibility does exist that other engineers may be utilized later if deemed necessary. The contract is a Fixed-Price type with services on a man-day basis and covers the period 11 April through 30 June 1960 with an option to renew.

*Post
Ee*

25X1A

0328-0967-2244

3. Contract No. [REDACTED] obligates an amount of [REDACTED] 25X1A
chargeable to Fiscal Year 1960, CORONA funds. An Activity Program is being prepared to cover this procurement. By concurrence to this memorandum the Comptroller signifies that sufficient funds are available for this obligation.

4. Certification of funds for this contract will be handled under the procedure approved by the Director of Central Intelligence on 15 December 1956 which, in effect, results in all covert expenses involving issuance of Treasury checks being accumulated in a separate account within the Finance Division. The amounts in this account will be periodically scheduled for certification of the vouchers by the Director. This procedure eliminates the necessity for a separate certification of authority under Section 8(b) of Public Law 110, 81st Congress (formerly 10(b) see 85-507 etd. 7/7/58) for each contract.

DOCUMENT NO. 14
NO CHANGE IN CLASS. ☒
☐ DECLASSIFIED
CLASS. CHANGED TO: TS S C 2012
NEXT REVIEW DATE:
AUTH: RR TS-2
DATE: 5 Jan 82 REVIEWER: 008632

25X1A

5. Concurrence in Contract No. [REDACTED] is recommended.

25X1A

[REDACTED]
Contracting Officer, DPD

CONCURRENCES:

25X1A

[REDACTED]

OFFICE OF GENERAL COUNSEL

5-2-60
Date

5-3-60
Date

5-4-60
Date

25X1A

DPD-DD/[REDACTED]

Distribution:

- 1 - [REDACTED]
- ✓ 2 - Finan/DPD
- 3 - RI/DPD

25X1A

SECRET

COR-0817
Copy 2 of 4

NEGOTIATED CONTRACT

Contract No. BM-1911

25X1A

Contract for: (See Schedule) Amount: (See Schedule)

Mail Invoices to : Performance Period:
See Schedule

Administrative Data:

This contract is entered into, by and between the United States of America, hereinafter called the Government, represented by the Contracting Officer executing this contract, and the above-named Contractor which is a Corporation, incorporated in the State of California, hereinafter called the Contractor.

The parties hereto agree that the Contractor shall furnish the facilities and deliver all supplies and perform all the services set forth in the attached Schedule issued hereunder, for the consideration stated therein.

The rights and obligations of the parties to this contract shall be subject to and governed by the attached Schedule, and General Provisions, which together with this signature page and the accompanying certificate comprise this Contract No. BM-1911. In the event of any inconsistency between the Schedule and the General Provisions, the Schedule shall control.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of MAY 9 1960, 1960.

Signatures:

THE UNITED STATES OF AMERICA

25X1A

By

Contracting Officer

Title

25X1A

~~SECRET~~

Contract No. BM-1911

CERTIFICATE

25X1A

I, [REDACTED], certify that I am
the SELY / PRES of the Corporation named
as Contractor herein; that [REDACTED] who 25X1A
signed this contract on behalf of the Contractor was then
PRESIDENT of said Corporation; that said
contract was duly signed for and in behalf of said Corporation
by authority of its governing body, and is within the scope of
its Corporate powers.

25X1A

[REDACTED] (Corporate Seal)

~~SECRET~~

SECRET

Contract No. BM-1911

INDEX TO SCHEDULE

	<u>Page</u>
PART I - <u>SERVICES AND SUPPLIES TO BE FURNISHED</u> <u>BY THE CONTRACTOR</u> -----	4
PART II - <u>PERFORMANCE OF SERVICES</u> -----	4
PART III - <u>CONSIDERATION AND PAYMENTS</u> -----	4
PART IV - <u>PERIOD OF PERFORMANCE</u> -----	5
PART V - <u>SPECIAL SECURITY RESTRICTIONS</u> -----	5
PART VI - <u>WAIVER OF REQUIREMENTS OF GENERAL</u> <u>PROVISIONS</u> -----	5
APPENDIX I	

SECRET

Contract No. BM-1911

SCHEDULE

PART I - SERVICES AND SUPPLIES TO BE FURNISHED BY THE CONTRACTOR

The Contractor shall provide engineering services as directed by the technical representative of the Contracting Officer. It is contemplated that these engineering services will include consultation, conferences, engineering investigations and will result in informal written reports when appropriate and requested by the technical representative. It is estimated that the total effort will not exceed fifty (50) man-days per year.

PART II - PERFORMANCE OF SERVICES

a. The extent and character of the work to be performed by the Contractor under this contract will be coordinated with the authorized technical representative of the Contracting Officer. In the event there should be any dispute with regard to the extent and character of the work to be performed, the matter shall be determined as provided in the Clause entitled "DISPUTES" in the General Provisions hereof.

b. Contractor agrees to furnish personnel of the categories specified in APPENDIX I hereof to assure successful prosecution of the work.

c. Services required by the Government and performed by the Contractor's personnel in the categories specified in APPENDIX I will be considered Direct Labor under this contract.

PART III - CONSIDERATION AND PAYMENTS

a. As of the effective date of this contract there has been allotted for this contract the amount of \$5,000.00. The total amount payable to the Contractor under this contract shall not exceed the total amount set forth without written authorization from the Contracting Officer.

b. In accordance with the clause of this contract entitled "PAYMENTS", the Contractor shall be paid as follows:

1. For work and services performed by the Contractor's personnel of the categories set forth in APPENDIX I, the Contractor shall be paid the applicable daily rates stated therein

SECRET

SECRET

Contract No. BM-1911

for each day services are performed. Services of less than eight (8) hours shall be prorated on an hourly basis. The time of non-productive personnel will not be included in direct labor and the Contractor agrees that only direct labor of the categories designated in APPENDIX I engaged in the work called for by the contract will be included in its billings hereunder.

2. Travel - Actual transportation costs, including use of private auto at \$.08 per mile, car rental for local travel required while in a travel status, costs of necessary communication., i.e., telephone and telegraph while in travel status, shall be allowable costs plus \$20.00 per diem plus a G&A Expense of 10%.

PART IV - PERIOD OF PERFORMANCE

The period of performance of this contract shall be from 11 April 1960 through 30 June 1960, subject to such extension as agreed between the parties hereto.

PART V - SPECIAL SECURITY RESTRICTIONS

The Contractor shall not reveal (i) the specific nature or any details of the work being performed hereunder or (ii) any information whatsoever with respect to the department of the Government sponsoring this contract and the work thereunder except as the Contractor is directed or permitted to reveal such information by the Contracting Officer or by his duly authorized representative for security matters, and notwithstanding any clause or section of this contract to the contrary, the Contractor shall not interpret any clause or section of this contract as requiring or permitting divulgence of such information to any person, public or private, or to any officer or department of the Government without the express consent of the Contracting Officer or his duly authorized representative for security matters.

PART VI - WAIVER OF REQUIREMENTS OF GENERAL PROVISIONS

Notwithstanding the requirements of any of the General Provisions of this contract to the contrary, whensoever the Contractor, in performance of the work under this contract, shall find that the requirements of any of the clauses of the General Provisions are in conflict with security instructions issued to the Contractor by the Contracting Officer or by his duly authorized representative

~~SECRET~~

Contract No. BM-1911

for security matters, the Contractor shall call the attention of the Contracting Officer to such conflict and the Contracting Officer or his duly authorized representative for security matters shall (i) modify or rescind such security requirements or (ii) the Contracting Officer shall issue to the Contractor a waiver of compliance with the requirements of the General Provisions conflicting with such security requirements. Any waiver of compliance with the General Provisions of this contract issued by the Contracting Officer shall be in writing, except that the approval by the Contracting Officer of any subcontract issued hereunder by the Contractor shall be deemed to constitute approval of waiver of any clauses of the General Provisions in conflict with the stipulations of such subcontract.

~~SECRET~~ 6 -

SECRET

Contract No. BM-1911

APPENDIX I

Contract No. BM-1911

Job Classification

Contract Daily Rate

President & Chief Engineer

Senior Project Engineer

Design Engineer



25X1A